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July 15, 2024

attorney@plaintiff.law
Plaintiff Attorney, Esq.
Law Office Firm

attorney@defendant.com
Defendant Attorney, Esq.
Law Office Firm

Re: Plaintiff v. Defendant

Date: **09/13/2024**
Time: **2:00 pm Eastern Time**
Location: **Video Conference**

Dear Counsel:

Thank you for selecting me to mediate your lawsuit. I truly appreciate you choosing me as your mediator. This letter confirms the date, time, place and mediation agreement. Please sign and obtain the necessary signatures on the agreement below and return to me via email.

I look forward to working with you to resolve your case. If mediation is virtual or partially virtual, we will send out a Zoom link for your convenience. If you desire, please forward materials to me for review or call to discuss this matter. Please feel free to contact me on my cell phone at 843.957.9059. I look forward to our mediation.

Again, thank you for choosing me as your mediator.

Robert C. Calamari, Esq.
Attorney / Mediator
rcc/nmg

AGREEMENT TO MEDIATE

THE UNDERSIGNED PARTIES and their attorneys agree that the above matter shall be submitted to mediation pursuant to the applicable rules, guidelines or Order of the Court having jurisdiction over this matter, and further agree:

1. All statements made during the course of mediation are confidential, privileged, and made without prejudice to any party's legal position and are non-discoverable and inadmissible for any purpose in any legal proceeding.

2. The confidential and privileged character of any information is not altered by disclosure to the mediator. Disclosure of any records, reports or other documents received or prepared by the mediator cannot be compelled. The mediator shall not be compelled to disclose or to testify in any proceeding about (i) any records, reports or other documents received or prepared by the mediator or (ii) information disclosed or representations made in the course of the mediation or otherwise communicated to the mediator in confidence. The mediator will not retain any exhibits, briefs or materials submitted following the conclusion of the mediation.

3. Evidence of anything said or any admission made in the course of mediation is not admissible in evidence, and disclosure of any such evidence shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

4. Unless a document provides otherwise, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled in any civil action in which, pursuant to law, testimony can be compelled to be given.

5. The parties understand the mediator does not represent any party and does not provide legal or financial advice. Parties not represented by counsel are urged to seek legal advice from an attorney and to obtain financial advice as needed from qualified professionals. The parties agree the mediator shall have no liability for any act or omission in connection with the mediation.

6. The parties further understand and agree the mediator's fee and expenses will be paid in equal shares by all parties unless other arrangements are made at the time of the mediation. In addition, the parties agree the attorney(s) representing each party will bear the responsibility and pay its respective share. If the mediation is cancelled or rescheduled less than two weeks prior to the scheduled session, each party will be billed for their portion of the minimum fee. The minimum fee is three hours for a half day and five hours for a full day. To avoid the minimum fee for this mediation, our office must be notified via email prior **5:00 pm EST on August 30, 2024**. Please keep in mind, my cancellation policy is meant to fairly compensate me for reserving the time scheduled for this mediation which I typically cannot fill in less than two weeks.

7. The participants each agree to waive any and all conflicts of interest. The mediator and participants may have client relationships that are involved in the mediation. By participating, each participant agrees that no conflicts exist or that known, unknown, present and future conflicts of any kind, are waived. No participant shall use this mediation or the mediator's involvement herein as a reason to disqualify or prevent any law firm or any of its lawyers from becoming involved in any litigation or matter following this mediation.

8. Participation in mediation is express and implied consent to the above terms. Failure to sign below does not relieve any participant of the rules and obligations set forth herein. All participants are bound by the terms within this agreement and the applicable state and federal rules and regulations for alternative dispute resolution.

WE CONSENT:

_____ Plaintiff	_____ Attorney for Plaintiff
_____ Defendant	_____ Attorney for Defendant
_____ Participant	_____ Participant
_____ Participant	_____ Participant